

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 18, 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant Conservation Easement for Lot 13-16, Block 7 Anglers Park, Monroe County RE#00552150-000000, 00552160-000000, 0052170-000000, & 00552180-000000.

ITEM BACKGROUND: none

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$28.50

BUDGETED: Yes N/A No

COST TO COUNTY: None

SOURCE OF FUNDS: Mr. & Mrs. Dudley

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 111

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

Thomas E. and Shawn M. Dudley

whose address is P. O. Box 2843 Key Largo Florida 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

550 Bonito Avenue, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lots 13-16 Block 7

Anglers Park Plat Book 1 page 159, Monroe County Records, RE# 00552150-000000,

00552160-000000, 00552170-000000 & 00552180-000000

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit #01-3-2442

The servient estate contains (describe relevant natural features):

Low Quality High Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

- a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantec)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Elia R. Johnson
Signature of witness
Elia R. JOHNSON
Printed name of witness
Karen Kauth
Signature of witness
KAREN KAUTH
Printed name of witness

Thomas E. Dudley
Grantor
Thomas E. Dudley
Printed name of Grantor
Shawn Dudley
Grantor
Shawn Dudley
Printed name of Grantor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Robert N. Wolfe
ROBERT N. WOLFE
DATE 6-2-03

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared Thomas E. Dudley
and Shawn Dudley, who are personally known to me, or have produced

_____ and _____, respectively
as identification.

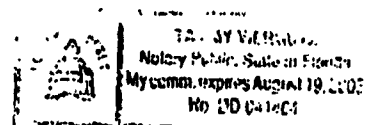
Sworn to and subscribed before me this 22 day of May, 2003.

Tammy Viergutz
Typed Notary Name and Number
00 041464

Tammy Viergutz
Notary Signature and Seal

Dudley GOCEA L13-1607 Anglers Park

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(If Applicable)

ORION BANK, whose address is
(Name of Mortgagee)
12640 OVERSEAS HWY, City of MARATHON,
County of MONROE, State of FLORIDA,
having a record interest in the lands described in the Conservation Easement Agreement between

THOMAS E + SHAWN M DUDLEY Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents,

and ratifies that Conservation Easement at MARATHON on the date indicated
below. (Place of Execution)

Witness
Deborah Wood
Witness

Mary L Rice, Mortgagee
S. VP.


STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 22ND day of MAY


2003, by MARY L RICE, who is personally known to me or has produced
as identification.

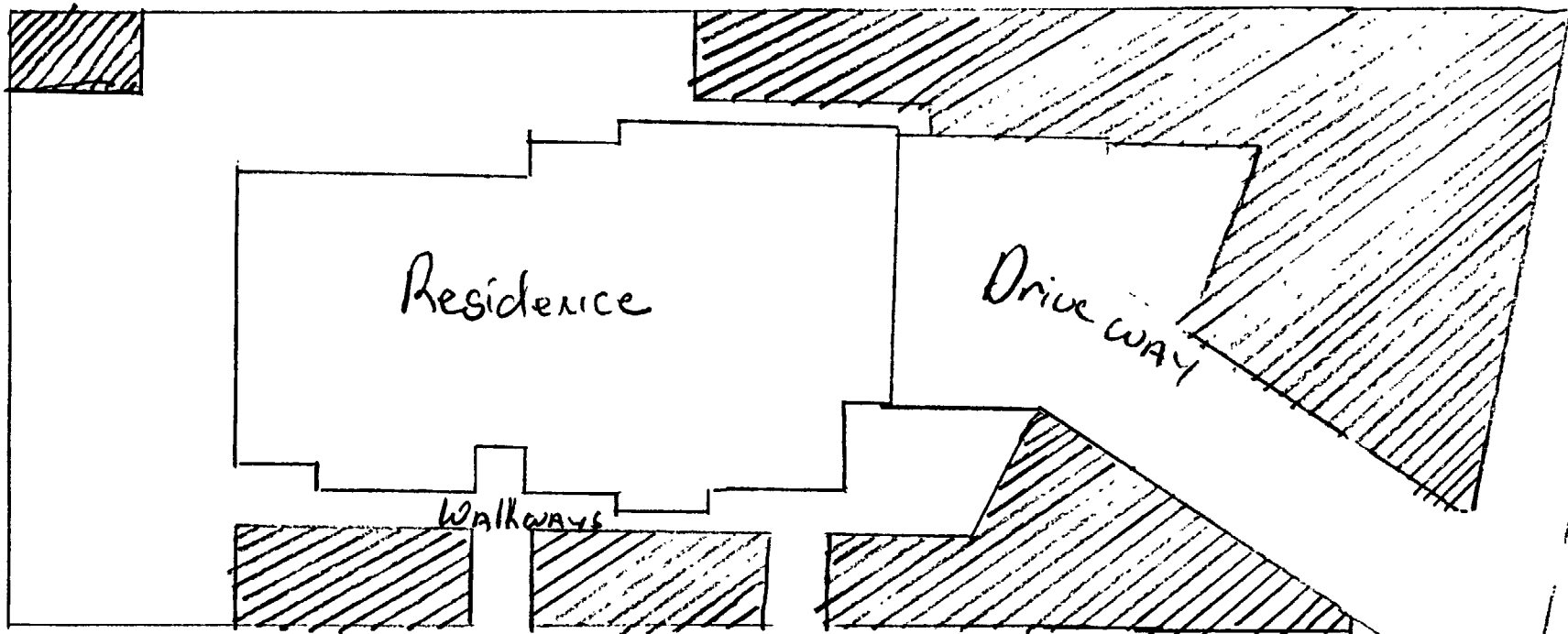
Joy E Wilson CC900050
Typed Notary Name and Number

Joy E. Wilson
Notary Signature and Seal

 Joy E Wilson
My Commission CC900050
Expires January 27, 2004

Thomas E Dudley, Shawn M Dudley
550 Bonito Ave Key Largo, Anglers Point m.m.103
Section 14 Township 61 Plat 1 Page 159
lots 13-16 Block 7 BE# 00552150-000000
RE# 00552160-000000 RE# 00552170-000000
BE# 005521800-000000 Application # 01-03-2442

 Equal Hammock Preserve Area



Blue Bunker St

Bonito Ave